

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

RECORDATION NO. 18284-15 FILED 1425

JUL 30 1993 1:05 PM

INTERSTATE COMMERCE COMMISSION

URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

3-211A034

18284

July 30, 1993

RECORDATION NO. 18284-A-32 FILED 1425

JUL 30 1993 1:05 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Lease Supplement (Santa Fe Trust No. 1992-3) No. 2 dated July 30, 1993 and 2) an Indenture Supplement (Santa Fe Trust No. 1992-3) No. 2 dated July 30, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to documents filed and recorded on December 30, 1992 under Recordation Numbers 18066 and 18066-A.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement (Santa Fe Trust No. 1992-3) No. 2

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Betty J. Strickland
Secretary

JUL 30 12 53 PM '93
MOTOR OPERATING UNIT

Mr. Sidney L. Strickland, Jr.
July 30, 1993
Page 2

Indenture Supplement (Santa Fe Trust No. 1993-3) No. 2

Debtor: Wilmington Trust Company
 1100 North Market Street
 Wilmington, Delaware 19890

Secured Party: Harris Trust and Savings Bank
 111 West Monroe Street
 Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached to Lease Supplement No. 2.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to
Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W.,
Washington, D.C. 20006.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

&?#)?(#

OFFICE OF THE SECRETARY

Charles T Kappler
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

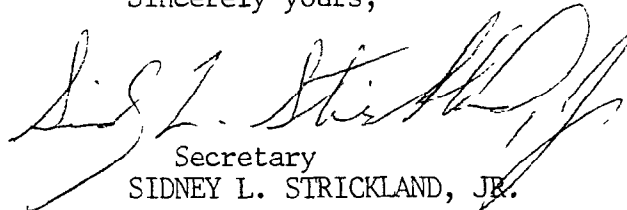
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 7/30/93 at 1:05pm, and assigned
recordation number(s).

18174-A, 18284-D, 17712-A, 18016-F 15504-EEEE

Sincerely yours,

15504-FFFF


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 2

Dated July 30, 1993

between

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

RECORDATION NO. 18284-10
FILED 1425

JUL 30 1993 1:06 PM

INTERSTATE COMMERCE COMMISSION

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-3), DATED AS OF DECEMBER 20, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 2

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 2 dated July 30, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 (as supplemented by that certain Lease Supplement (Santa Fe No. 1992-3) No. 1 dated June 30, 1993, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Covenant. The Lessee agrees that it will, on or prior to September 30, 1993, cause each Unit described in Schedule 1 hereto to have installed thereon a suitable restraint system.

7. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

8. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 20, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.


10. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

* * * *

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: 
Name: CAROLYN C. DANIELS
Title: ASSISTANT VICE PRESIDENT

CORPORATE SEAL

Attest:

By: 
Name: Donald G. Mackelcan
Title: Financial Services Officer

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: *Steve Vollmer*
Name: L. S. Vollmer
Title: Director of Finance

CORPORATE SEAL

Attest:

By: *Craig N. Smetko*
Name: Craig N. Smetko
Title: Assistant Secretary

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 26th of July, 1993, before me personally appeared Carolyn C. Daniels and Donald G. MacKelcan to me personally known, who being by me duly sworn, say that they are AVP and Financial Services Officer, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1994

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK :) SS

On this ____ day of July, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

Canada

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of July, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

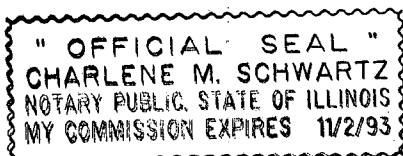
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

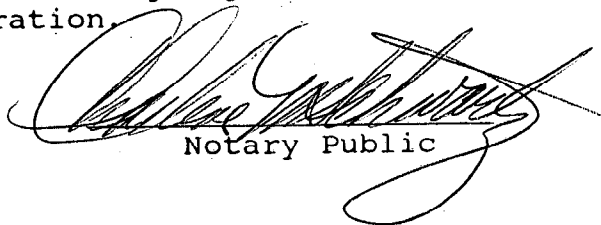
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of July, 1993, before me personally appeared L.S. Voller and A.W. Smetko, to me personally known, who being by me duly sworn, say that they are Director of Finance and Assistant Secretary, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

My commission expires: _____


Notary Public

RACK NUMBER		INSPECTION DATE
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ATSF	3293	JUL-13-1993
ATSF	3294	" "
ATSF	3295	" "
ATSF	3296	" "
ATSF	3297	" "
ATSF	3298	" "
ATSF	3299	" "
ATSF	3300	" "
ATSF	3301	" "
ATSF	3302	" "
ATSF	3303	" "
ATSF	3304	" "
ATSF	3305	" "
ATSF	3306	" "
ATSF	3307	" "
ATSF	3308	JUL-13-1993
ATSF	3309	" "
ATSF	3310	" "
ATSF	3311	" "
ATSF	3312	" "
ATSF	3313	JUL-14-1993
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ATSF	3316	" "
ATSF	3318	" "
ATSF	3320	" "
ATSF	3321	" "
ATSF	3322	" "
ATSF	3317	JUL-15-1993
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ATSF	3326	" "
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ATSF	3333	" "
ATSF	3334	" "
ATSF	3328	JUL-19-1993

RACK NUMBER		INSPECTION DATE
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ATSF	3368	" "

TOTAL

76